

8727.010

IN THE DISTRICT COURT OF GRANT COUNTY  
STATE OF OKLAHOMA

DAN D DRILLING CORPORATION,

Plaintiff,

vs.

SUNDANCE ENERGY OKLAHOMA,  
LLC, dba SEO, LLC,

Defendant.

Case No. CJ-13-26

**PETITION**

Plaintiff Dan D Drilling Corporation ("Plaintiff" or "Dan D"), for and in support of its petition against Defendant Sundance Energy Oklahoma, LLC, dba SEO, LLC ("Defendant" of "SEO"), alleges and states as follows:

**THE PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff is an Oklahoma for profit corporation with its principal place of business located in the town of Lamont, Grant County, State of Oklahoma.

2. Defendant is a foreign limited liability company conducting business within the State of Oklahoma.

3. This Court has jurisdiction over the subject matter and the parties and venue is proper pursuant to 12 O.S. § 142 and the cumulative venue statutes found in Title 12 of the Oklahoma Statutes.

**STATEMENT OF FACTS**

4. On or about November 29, 2012, Plaintiff and Defendant entered into a daywork drilling contract ("Contract") pursuant to which Plaintiff was required to, *inter alia*, provide

EXHIBIT

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labor and services in order to drill designated wells in search of oil and gas for the benefit of Defendant and Defendant was required to, *inter alia*, pay Plaintiff for such labor and services.

5. Plaintiff provided labor and services to Defendant in accordance to the terms of the Contract in the total amount of \$852,537.50. These amounts have been invoiced and billed to Defendant, yet remain unpaid.

6. After Plaintiff commenced operations under the Contract, but before Plaintiff completed the Contract, Defendant terminated the Contract. The Contract contains a liquidated damages provision which requires Defendant to compensate Plaintiff in the event of early termination. Defendant has failed to pay Plaintiff any liquidated damages for early termination under the Contract. As of the filing of this petition the exact amount of liquidated damages owed to Plaintiff is unknown.

#### **CAUSE(S) OF ACTION**

##### **I. BREACH OF CONTRACT**

7. Plaintiff adopts and incorporates the foregoing paragraphs as though fully set forth below.

8. Defendant has failed and refused to pay Plaintiff all amounts owed for labor and services performed in accordance with the Contract and for liquidated damages arising from Defendant's early termination of the Contract.

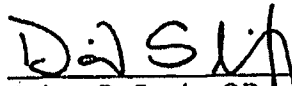
9. Accordingly, Defendant is in breach of its duties under the Contract for which Plaintiff has been damaged in the principal amount of \$852,537.50, exclusive of contractual interest, pre and post-judgment interest, together with liquidated damages in an amount to be determined.

PRAYER

WHEREFORE, premises considered, Plaintiff prays for judgment in its favor and against Defendant for breach of contract and for an award of damages in the principal amount of \$852,537.50, together with contractual interest, pre and post-judgment interest, liquidated damages, and attorney's fees and costs. Plaintiff further prays for such other and further relief which may deemed fair and equitable.

Respectfully Submitted,

BARROW & GRIMM, P.C.

  
Robert B. Sartin, OBA No. 12848  
David A. Sturdivant, OBA No. 20859  
110 W. Seventh Street, Suite 900  
Tulsa, OK 74119-1044  
(918) 584-1600  
(918) 585-2444 (Fax)

*Attorneys for Plaintiff*

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